

April 27, 2010

UNIVERSITY OF MANITOBA

UM –AESES-UMSS COLLECTIVE BARGAINING
UNIVERSITY MANAGEMENT PROPOSALS

Article 1 Purpose

1.2 Delete “mentioned in the attached Schedule “A” of this Collective Agreement” – no departments are mentioned in Schedule “A”.

Article 2 Scope and Recognition

2.1 Exclude Patrol Supervisors from this Collective Agreement and transfer them into the AESES bargaining unit.

2.3.1 Delete 2.3.1 in its entirety and replace with the following:

2.3.1 The Employer may create new classifications, subject to the following:

- (a) In the event that a new classification is created, the Employer shall notify the Association of same by letter and provide a copy of the new classification specification, classification name, and rate of pay.
- (b) The Employer shall enter into discussions with the Association regarding the new classification specification, classification name, and rate of pay for the classification.
- (c) Where discussions are required they shall be conducted expeditiously and the Parties shall attempt to arrive at mutual agreement on matters discussed within a period not to exceed thirty (30) calendar days from the date of the letter mentioned in Clause 2.3.1 (a), unless that time period is extended by mutual agreement.
- (d) Any disagreement between the Employer and the Association on the rate of pay for a new classification shall not preclude the Employer from filling the position(s) with the new classification.

2.5 Change title to “Persons Excluded from the Bargaining Unit” and revise to read “Managerial staff whose positions are excluded from the bargaining unit shall be permitted to perform work that is similar to that of members of the bargaining unit where the work is for experimentation, instruction, resolving emergencies, or where the work is incidental to the performance of their regular duties and provided that the act of performing the aforementioned operations in itself does not reduce the regular hours of work of any member of the bargaining unit.”

Article 4 Collection of Union Dues

4.1 Delete “and social insurance number or”

4.4 Delete “social insurance number or”

Article 5 Representatives, Committees and Meetings

5.4.1, 5.4.3, 5.4.4 change “the Human Resources Department” to “the appropriate Staff Relations Officer”

5.4 Revise last sentence of 5.4 to read “When meeting with the Employer the maximum number of employees attending as representatives of the Union who are entitled to be absent to from scheduled work and receive regular salary shall be as follows:

5.5. Revise 5.5 to read “If the needs of the Department can be met, upon application by the Union, the Employer shall grant an employee a leave of absence without pay of up to one (1) year in duration for Union business. The employee shall have his/her salary and continue to participate in the benefits and pension plan subject to the reimbursement by the Union within thirty (30) calendar days of the costs of the salary, and Employer pension and benefits contributions.”

Article 6 Dispatch of Officers and Staffing

6.1 Revise first sentence of 6.1 to read “The Employer agrees that normally employees shall patrol and/or respond to calls in teams of two (2). Delete the remainder of Article 6.1.

6.2 Delete the phrase in the brackets.

6.3. Delete the preamble

(a) Revise to read: “where the University wishes to fill vacant Patrol Officer positions at the Bannatyne Campus, they will be posted internally at both campuses and communicated to employees via e-mail”.

(e) Delete the following: “during the calendar year for no more than a total of sixteen (16) shifts each”.

(f) Revise to read: “Employees may be temporarily assigned for short terms to either campus; however long term replacements will normally be assigned in accordance with the above procedures.

(g) Delete (g) in its entirety

Article 7 Hours of Work, Wages and Shifts

7.1 Revise to read, “The regular full-time hours of work of members of the bargaining unit are eight (8) hours per day and forty (40) hours per week.”

7.2 Replace the existing 7.2 with the following: “Shift Employees shall work according to a regular shift schedule mutually agreed between the Union and the Director. If a mutually agreed schedule is not possible, the Director shall impose a schedule”

7.3 Replace the existing 7.3 with the following: “Work breaks – Shifts shall include two (2) regularly scheduled fifteen minute paid rest breaks and one thirty (30) minute paid meal break as determined by the work schedule.”

7.3.1 Delete 7.3.1 in its entirety

7.3.2 Revise 7.3.2 as follows: “For the purposes of orientation and training new hires may be assigned alternate work schedules. The Employer agrees that an employee is no longer a new hire if the employee has completed 1040 hours of employment in the bargaining unit.”

7.4.1 Revise 7.4.1 as follows:

“Change of Schedule”

“Where the change of schedule is made for a one to four day period and is necessary due to unforeseen circumstances, the employee must be notified before normal quitting time on the day previous to the change. Otherwise (3) days notice shall be given.

Where the change is made for a period of five (5) days or more the employee shall be notified one (1) week in advance of the first shift of the change of schedule.

Where the above notice is not given, double time (2X) will apply for all hours worked outside of the employee’s normal hours on the first day of the change.”

7.4.2 Revise 7.4.2 as follows:

“Change of Shifts

The Employer may change the shift of an employee whenever a change is necessitated by the absence of another employee due to unforeseen circumstances providing relief is not available and the employee whose shift is being changed receives more than eight (8) hours notification of any such change. Where eight (8) hours notice is not provided, double (2X) will apply for the amount of notice that is lacking.

Where the change of schedule is made for a one to four day period and is necessary due to unforeseen circumstances, the employee must be notified before normal quitting time on the day previous to the change. Otherwise two (2) days notice will be given.

7.4.3 Delete 7.4.3 in its entirety

7.5 Revise 7.5 as follows: “Schedules will be posted as frequently as possible when the shift schedule is determined.”

7.7 Revise 7.7 as follows: Change “twelve (12) hours” to “eight (8) hours”

7.8 Revise 7.8 as follows: “Wages earned by employees shall be paid on a bi-weekly basis.”

7.10 Change “may” to “will”

Change all pertinent articles in the agreement referencing “twelve (12) hour shifts” to “eight (8) hour shifts”

Article 8 Overtime

8.1 Revise to read as follows: Delete “Overtime is defined as any time an employee is required to work” and replace with “Overtime is any authorized time worked...”

8.2.3, 8.2.4, 8.2.5, 8.2.6 – The University is requesting an interest-based discussion on the administration and allocation of overtime to ensure both parties agree how various circumstances will or will not result in overtime, the procedures for callback and detailing, allocation amongst employees and to ensure that the University is able to maintain staffing levels and security for both campuses at reasonable costs.

8.2.6 Add:

(c) “For extraordinary circumstances as determined by the Director or Assistant Director”

8.3 Change “paid” to “calculated”

8.8.1 Change “scheduled” to “unscheduled”

8.8.2 Delete 8.8.2 in its entirety

8.9.1 Change “two hundred (200) hours” to “eighty (80) hours”

8.9.3 (e) Add the following sentence at the end of the existing wording: “Management has the right to deny the request to cancel.”

8.10 Delete 8.10 in its entirety

Article 9 Sick Leave

9.1 Replace current 9.1 with the following:

9.1 DEFINITION OF SICK LEAVE

Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, or because of an accident.

9.1 (Renumber) Sick Leave Full Time Employees

A full time employee shall be eligible for paid sick leave for up to one hundred and eighty (180) calendar days when he/she is unable to perform his/her regular duties as a result of illness, injury or becoming disabled. Time spent on modified hours shall be counted as sick leave. Time spent on modified duties may be counted as sick leave, depending on the severity of the modifications.

Where it is determined that the employee is able to return to regular duties and has a reoccurrence of the same or related injury, illness or disability, then the following shall apply:

- (i) if the return is for at least forty (40) consecutive working days, then the one hundred and eighty (180) calendar day count shall be reset, and the employee shall be eligible for one hundred and eighty (180) calendar days of sick leave in the event of illness, injury or becoming disabled; or
- (ii) if the return is for less than forty (40) consecutive working days, then the employee shall return to sick leave and the one hundred and eighty (180) calendar day count shall continue from the point at which it was suspended by the employee's return to regular duties

9.1.1 Revise to read as follows and renumber as 9.1.2: Absences for dental and medical appointments for shift workers shall not be considered as sick leave, as a result dental and medical appointments should, wherever possible, be scheduled at time when the employee is not scheduled to be at work.

9.1.2 Revise to read as follows and renumber as 9.1.3: All employees other than full time employees shall be entitled to sick leave benefits upon completion of the equivalent of 420 hours of employment, at which point an employee's entitlement shall be twenty-eight hours. The employee will then be entitled to accumulate one (1) hour of sick leave with pay for each fifteen (15) hours of service (in addition to the aforementioned twenty-eight (28) hours. Sick leave credits are payable under this Clause as follows:

9.1.2 (3) Change 442 hours to "420" hours and renumber to 9.1.3 (3)

9.2 Revise 9.2 as follows: "An employee who is unable to perform his/her duties and is absent as a result of sickness shall contact the Employer in accordance with the Departmental Standard Operating Procedures." Delete the remainder of the article.

9.4 Delete 9.4 (b)

Delete “in which case the normal provisions of long term disability coverage shall apply” on page 17.

Add new 9.5: “Where an employee ceases to qualify or is denied Long Term Disability benefits but is unable to return to work in a classification the employee will be provided with twenty (20) calendar days of unpaid notice of layoff. During this notice of layoff, the Employer will assist the employee in seeking alternate employment within the University.”

Article 10 Holidays

10.1 Revise 10.1 to include the Floating Holiday and Louis Riel Day

10.2 Revise 10.2 as follows: The Vice President (Administration) shall declare by March 1st the day the floating holiday is to be observed as a paid holiday for all employees. The day the floating holiday is observed shall immediately precede or follow a weekend or another declared holiday.

10.4 Change “twelve (12) hours” to “eight (8) hours”

10.6 Revise 10.6 as follows: An employee shall receive his/her regular earnings for a paid holiday (also referred to as holiday entitlement) on which he/she does not work provided that:

- (a) He/she does not absent himself/herself from work without his/her supervisor’s consent either on the regular working day immediately preceding or following the holiday, unless his/her absence is by reason of established illness and the Employer has been notified in accordance with Clause 9.2 and
- (b) He/she has not prior to the day of the holiday voluntarily terminated/resigned his/her employment. (This only applies to the effective date of termination/resignation.)

Article 11 Vacations

11.1 Delete existing Columns B and C and replace with the following:

Column B	Column C
Hours of Vacation Per Biweekly Period Worked	Maximum hours of Vacation Per Annum *(For information only)
0.58 days x 8 hours	15 x 8 hours
0.77 days x 8 hours	20 x 8 hours
0.96 days x 8 hours	25 x 8 hours
1.15 days x 8 hours	30 x 8 hours

11.2 Revise last sentence of 11.2 to read: “Requests for vacation are to be submitted by the employee to the Employer by the 15th of April each year and such requests will be considered by the Employer based on operational requirements.

11.2.2 Delete 11.2.2 in its entirety

11.9 Delete the last paragraph under the chart.

Article 13 Seniority

13.1 Change the first sentence of 13.1 to read “An employee’s service will begin with his/her first day of employment and shall be the cumulative amount of time which the employee has been paid by the Employer at regular and overtime rates.”

Add the following at the end:

Seniority lost in accordance with Clause 13.3 or an unpaid leave of absence in excess of ten (10) working days shall not count as service.

For the purposes of this Article a one (1) year period shall be the period between April 1st of one year and March 31st of the following year.

13.2 Add: (f) Seniority will be used to determine the accumulated service referred to in Article 11 Vacations With Pay.

13.3 (b) change to read “ is dismissed and is not reinstated”.

(c) change to read “is a regular employee who has been laid off for more than twelve (12) consecutive months; or is a casual employee who has not worked for a period of nine (9) consecutive months or more

13.4 Delete “address” from seniority list

13.6 Revise 13.6 to read as follows: “Conditions of retirement are governed by the University of Manitoba Pension Plan (1993).”

Article 14 Position Classification and Temporary Appointment/Assignment

14.1 Revise 14.1 to read “the current classifications are as follows:”

14.1.4 Delete 14.1.4 in its entirety

14.3 Revise the first sentence of (a) to read as follows: “There shall be a Patrol Officer designated as Acting Patrol Supervisor on each platoon at both the Fort Garry and Bannatyne Campuses.”

Change “twelve (12)” to “eight (8)” and keep the remainder of (a) as is.

Delete (b) in its entirety.

14.6 Revise the last sentence of 14.6.1 to read: “Rotation shall be for one shift per employee”.

Article 15 Job Postings, Selection, Transfer, Probation Period, Trial Period, Layoff and Recall

15.6 change “1044” hours to “1040” hours

Article 16 Leave of Absence

16.1 Revise 16.1 to read as follows: “If circumstances permit the Employer shall grant leave of absence without pay provided there is a justifiable reason. Prior to being placed on a leave of absence without pay, the employee must first exhaust all his/her accumulated banked time, banked overtime and vacation. The total length of the absence shall not exceed one (1) year. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing.”

16.4 Change title of 16.4 from “Family Care” to “Unscheduled Family Care” and revise the clause as follows: “An employee shall be allowed up to one (1) regularly scheduled working day with pay, to a maximum of three (3) separate occasions during a fiscal year, to make unscheduled arrangements for the continuing care and supervision of a member of his/her immediate family where the family member’s normal care giving arrangements (such as day care or home care) or a serious illness (such as a child with a fever or an accident or trauma) require the employee to attend and or arrange for continuing care. For the purpose of this article, the term immediate family means the employee’s parent, spouse or child.

16.6. General: revise all pertinent clauses to reflect provisions of Section 60 (3) of the Manitoba Employment Standards Act whereby the Employer is not required to reinstate the employee if the Employer lays off the employee, terminates her employment or fails to reinstate for reasons unrelated to the leave.

16.6.1 on page 35 – correct numbering to read “16.6.15

16.7 General: revise all pertinent clauses to reflect provisions of Section 60 (3) of the Manitoba Employment Standards Act whereby the Employer is not required to reinstate the employee if the Employer lays off the employee, terminates her employment or fail to reinstate for reasons unrelated to the leave.

16.7.3 change “her” to “his/her”

Article 17 Grievance Procedure and Arbitration

16.10 replace “Human Resources Department” with “appropriate Staff Relations Officer”

Article 18 Notice

Add a provision for Temporary Lay-off as follows:

18.1.3 Where temporary lay-offs of regular full time employees are necessary the employees should be laid off in reverse order of their seniority providing that the employees who remain working are qualified to perform the work that is available.

18.1.4 The required notice for temporary lay-offs is the same as is provided for in Clause 18.1.

18.1.5 An employee who has been temporarily laid off may have part or all of their vacation entitlement held until their return to work.

18.2.1 Delete 18.2.1 in its entirety

18.4.1 Delete 18.4.1 in its entirety

Article 25 Travel Allowances

25.2 Delete “but such allowance shall not be less than thirty-three (\$0.33) cents per kilometre.

Article 26 Discipline and Dismissal

General – Change Human Resources Department and Human Resources Office to appropriate Staff Relations Officer.

26.2 Add the following:

Notice or warning need not be given in cases of suspension or dismissal resulting from severe problems such as violent behavior, insubordination, theft, sexual harassment or dereliction of duty as set out in the Agreement between The City of Winnipeg and the University of Manitoba re: Special Constable Status “Guidelines for the **University of Manitoba Patrol Services Department**” and/or The University’s Manual of Policies and Procedures, Standard Operating Procedures (“SOP”)

“Employees disciplined under this clause may be subject to any one of the levels of discipline contained in Article 26.1 for any future infractions warranting disciplinary action.

Article 29 Staff Benefits

29.1 Revise Article 29.1 to read as follows: “ The present staff benefits consisting of the Group Term Life Insurance Plan, Group Term Dependent Insurance Plan, Accidental Death and Dismemberment (Basic), Accidental Death and Dismemberment (Voluntary), University of Manitoba Long-Term Disability Income Plan, Group Health Insurance Policy 20778 GH (including the Health Care Spending Account), Dental Plan Policy 6700 (Full-time), Dental Plan Policy 67025 (Part-time) and the University of Manitoba Pension Plan (1993), shall continue to cover eligible employees for the duration of this Collective Agreement unless changed by a recommendation of the Staff Benefits Committee, and approval of the Board of Governors.

Article 34 Duration, Termination and Renewal of Collective Agreement

34.1 The University is proposing duration for the period September 19, 2009 to April 6, 2012

Delete Letter of Understanding re Bannatyne Officers

Schedule B

Revise as follows:

Change “ Cargo Style Trousers” to “Uniform Trousers” and delete “cargo style”

Change “Shirts (Summer)” to “Shirts (Short Sleeve)”

Change “Winter Cap” to “Winter Headwear”

Change “Summer Cap” to “Summer Headwear”

Change “Mitts” to “Gloves”

Change “1 Pair of Gauntlets” to “Traffic Vest”

Delete the following from the current list and add to the following section:

“At the time of hire, the Employer shall provide the following items:

1“Flashlight” – delete “(Maglight, Two-Cell)”

1 Handcuffs

1 Belt for carrying flashlights, etc.

1 Rain Cover for caps

1 Surgical Gloves and Holder

Raincoats will be available for use by employees